EGEG ROCKY FLATS





INTEROFFICE CORRESPONDENCE

DATE

May 23, 1994

TO

P. Swenson, Transition Management, T 130D, X7211

C. //) L.

FROM

EM Lee, Environmental Restoration Management, Bldg 080, X8648

SUBJECT

COMMENTS ON DRAFT ROCKY FLATS CLEANUP AGREEMENT - EML-015-94

I have read the draft Rocky Flats Cleanup Agreement, Rev 0, marked 5/23/94/G 8 42 AM and offer the following comments

The document is well written

The most significant comment I have is that the document would be more effective if it were organized more like a project management plan, similar to the cleanup agreement at Los Alamos, with the detailed scope and schedules defined in a separate work plan which is updated annually. The document as written envisions relatively frequent changes under the change control procedure to accommodate emerging work and other scope and schedule modifications which occur as a result of changes to available funding, new technical information, etc. It would be most efficient if all but urgent of changes could be incorporated in an annual "omnibus" change or update to the work plan. This approach would allow earlier agreement on the basic document, while additional planning and discussion progress toward developing and agreeing on the first annual work plan. The basic document could specify a date in FY 95 by which DOE would propose its first annual work plan. It is my understanding that the Hanford cleanup agreement was handled in this manner with respect to the environmental restoration portion of the scope.

This approach would have the added benefit of allowing greater inclusion of accelerated cleanup actions in the first work plan. As accelerated cleanup implementation planning proceeds and lessons are learned from the ongoing pilot projects, some realistic targets for the first 3 year milestone window can be developed.

Additionally, I believe the basic agreement should very clearly establish the principle that all schedules and milestone commitments will be contingent upon the timely execution of related or precursor actions by all other parties outside of Rocky Flats. The following excerpt from the draft Rocky Flats Strategic Plan states the strategy which should be embodied in RFCA language.

Strategy 14

Obtain from DOE HQ, regulatory agencies, and public stakeholders, commitments on durations for their actions which are an integral part of all schedules to which Rocky Flats commits, e.g. approval of Corrective Action Management Units [CAMU], permitting of interim storage capacity, and interim land use determinations for necessary parcels of RFP

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Criteria for Success

- Agreement by all parties on proper linkage of schedule logic and schedules for obstacle resolution
- Inclusion in schedules of activity durations involving action by parties other than Rocky Flats Plant
- · Commitment to activity durations by parties other than Rocky Flats Plant

It should be clearly articulated and understood that slippage by others in meeting the commitment to durations for their actions will cause a corresponding impact to the work plan schedules in accordance with appropriate schedule linkages

In addition to the obvious applicability of this approach to document review times, other important actions by those outside of Rocky Flats come to mind, e.g. timely action by the regulators on the requests for permit modifications to permit large volume interim storage of untreated or treated contaminated media which cannot be shipped to a disposal site yet, input from the stakeholder community on land use recommendations required for DOE HQ to make decisions which should affect cleanup levels in accordance with the philosophy articulated in Part 37 of the draft agreement, and resolution of the current confusion over risk assessment.

This last point, risk assessment, bears further discussion. I believe that agreement on this issue is so vital to the successful execution of further cleanup that it must be resolved and codified in the basic agreement.

Finally, I recommend that Part 23, Project Baseline and Milestones, be modified to establish the clear principle that the cost baseline will include a rough estimate of the cost to completion for each OU or other cleanup. Admittedly, there are many uncertainties, but assumptions and parametric analysis can be used to at least get a sense of the rough magnitude of each task. Equally as important, the impact of near term decisions and actions can then be interpreted in terms of their broader potential impact on the overall cost. Despite their imprecision, such impacts can often be used to affect decision making

EML

CC

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